

24. One of the four basic problems with BellSouth's EDI implementation has been BellSouth's failure to accept properly mapped additional listing information. King Decl. ¶ 108. This problem remains outstanding. Although the issue was opened on October 13 and MCI believed that BellSouth was working to re-map its side of the interface to accept properly entered additional listings, BellSouth, after performing internal tests, informed MCI on November 5 that MCI would have to re-map its side of the interface. On November 11, BellSouth sent MCI some preliminary information to enable MCI to perform this re-mapping. This preliminary information was based on BellSouth's experience with another carrier, presumably AT&T, and was dated May 23 and yet, as I said, BellSouth did not provide this information until November 11. In any case, the information BellSouth sent raised many new questions that BellSouth was unable to answer. BellSouth promised to send final information on November 17. Until a solution is implemented, BellSouth has agreed not to reject test orders with additional listings but instead to process these orders manually. This has at least allowed testing to continue. However, given the high percentage of orders that have more than one directory listing, this temporary work-around would cause substantial problems if implemented in a commercial environment.
25. Two of the basic problems MCI found with BellSouth's EDI interface -- BellSouth's rejection of orders with properly mapped feature detail information and BellSouth's failure to accept correctly populated tax exempt information -- appear to have now been resolved. King Decl. ¶¶ 107, 110. However, this resolution has required MCI to remap its side of the interface in a manner different than appeared in BellSouth's documentation and different than appeared previously. When BellSouth releases EDI 7.0 and maps its EDI

interface to accept correctly populated tax exempt information, MCI will be forced to remap its interface again. This unnecessary remapping has delayed MCI's testing and increased MCI's costs.

26. The fourth basic problem with BellSouth's EDI implementation is BellSouth's failure originally to provide a method to enter the many different types of address locations (e.g. boat slip, apartment, suite). King Decl. ¶ 109. BellSouth has now provided MCI with information MCI needs to re-map its systems to enter several basic address locations. MCI has re-mapped its systems accordingly, and BellSouth's systems appear to be successfully processing test orders with these locations. BellSouth has not, however, provided the information needed to re-map MCI's systems for the many other locations that exist. BellSouth has orally represented to MCI that the additional address locations will be accepted by BellSouth's systems so long as they are RSAG valid addresses. But, as of today, this capability has not yet been demonstrated. Moreover, BellSouth's representation reinforces the need for MCI to obtain downloads of the RSAG which BellSouth has not yet provided.
27. BellSouth's improperly mapped EDI interface has caused significant delays in MCI testing and has substantially increased MCI's costs by causing the need for substantial re-mapping. Because of these delays MCI's testing with BellSouth remains far from complete. Moreover, the additional listing problem remains unresolved. By remapping its systems, however, MCI has at least been able to resume testing with BellSouth.
28. The renewed testing that has occurred has revealed additional problems including one fundamental problem. BellSouth's EDI interface does not properly process orders for

multiline hunting (which is used by most business customers). Months ago, BellSouth approved MCI's format for EDI orders for multiline hunting, but then a new BellSouth expert took charge of multiline hunting. MCI again asked for approval of its ordering format and was told that changes were needed. On November 16, BellSouth finally sent MCI the changes. MCI made the changes, and submitted a trial order on November 20. BellSouth told MCI that the trial order had brought down BellSouth's LEO system and that MCI should not send any more hunting orders until BellSouth understood the cause of the problem. MCI has therefore had to halt testing of multiline hunting. No date has been set for the resumption of testing -- tests vital to MCI's provision of service to business customers.⁸

29. BellSouth's EDI interface has also rejected orders ostensibly because MCI used incorrect USOC codes -- even though MCI was using codes that BellSouth told MCI to use only weeks earlier. For example, on October 14, BellSouth informed MCI, in response to MCI's question, that a USOC of TTB had to be placed on all business orders for touchtone service in Florida. Two weeks later, BellSouth's systems rejected an MCI order for touchtone service in Florida because MCI used the TTB code, and BellSouth informed MCI that it had changed the process. Prior to the rejected order, BellSouth provided MCI with no

⁸In addition to the problem with multiline hunting, MCI's testing revealed that BellSouth has been listing the incorrect version number of MCI orders when it returns FOCs and completion notices -- which causes a delay in MCI's processing of orders. This problem has now been corrected. Again, however, this problem would not have existed if BellSouth's EDI were really up and operational.

notice of the changed process.⁹ If BellSouth had changed the USOCs required while MCI was placing commercial orders, BellSouth would have rejected numerous MCI orders without justification. This testing experience reemphasizes the need for an acceptable process of change management. It also demonstrates why BellSouth should provide MCI with downloads of USOC codes mapped to available features.

30. Because of the delays caused by BellSouth's erroneous documentation, MCI remains weeks away even from completing its EDI testing. Certainly, it is far too early to conclude that BellSouth's EDI interface is operational. As was the case in its South Carolina application (King Decl. ¶¶ 100-05), BellSouth presents no data specific to EDI -- other than dubious internal test data -- showing that its interface is operational. This is not surprising, because the basic problems that MCI's testing has revealed to date would not have existed if the interface were truly operational.

IV. MCI'S UPDATED TRIAL DATA SHOWS CONTINUED DISCRIMINATION IN FAVOR OF BELL SOUTH RETAIL CUSTOMERS

31. Since the time of my South Carolina declaration, MCI has continued to place some trial orders through LENS. In addition, some of the MCI orders that were pending in BellSouth's systems at the time of my South Carolina declaration have now been completed by BellSouth. The updated data continues to show inferior performance for MCI as compared to BellSouth. Rather than reiterate the critique of BellSouth's data that

⁹BellSouth's web site may have contained the new requirements for USOCs, but the web site does not specifically list changes, only requirements. A CLEC should not have to review the entire web site each time it wants to place an order to make sure that the process it is using remains correct.

I provided in my South Carolina declaration (King Decl. ¶¶142-83), I will simply present MCI's own updated data which has been gathered using the same methodology I described in that declaration. I will discuss BellSouth's own methodology for showing non-discrimination only where that methodology has changed or where BellSouth makes it appear that its methodology has changed.

32. In my South Carolina declaration, I criticized BellSouth's division of its underlying data on installation intervals into data for BellSouth retail and data for the LCSC. King Decl.

¶144. I indicated that it was unclear whether the LCSC data was intended to be all CLEC data. BellSouth now appears to have clarified this and divides its data between BellSouth retail and all CLECs. This is the appropriate comparison. I remain suspicious of the data, however, because BellSouth's chart on installation intervals includes over 20,000 orders for CLECs in July alone (Stacy 2 Aff., Ex. WNS-11) -- yet BellSouth elsewhere claims that it processed a total of 1,421 local service requests in July (Stacy I SC Aff., Ex. WNS-41).

A. BellSouth Fails to Meet Due Dates for MCI at Parity With Its Retail Customers

33. BellSouth continues to rely on a measure of due dates met as one of two measures to demonstrate parity in the timely provisioning of service. This measure remains inadequate. Indeed, based on review of the measures in BellSouth's agreement with AT&T, it is now clearer to me than it was before that BellSouth is not measuring requested due dates met but rather calculated due dates met. (Stacy 2 Aff. Ex. WNS-3 p.2). Thus, if a CLEC requests a due date and BellSouth changes and meets the changed

due date, BellSouth counts this as a due date met. But there is every likelihood that BellSouth changes requested due dates far more for CLECs than for its retail customers. Because for its retail customers BellSouth obtains a due date from DSAP at the pre-order stage and then instantly submits the order, the requested due date is likely to match the calculated due date. This is not true for CLECs who do not generally have access to DSAP to calculate the due date before requesting it, and, who, in any case, cannot submit the order instantaneously after the pre-ordering stage (given the batch nature of EDI). Thus, unlike for BellSouth retail customers, for CLECs, the due date calculated by BellSouth's systems is often likely to differ from the one requested. Thus, even if BellSouth meets calculated due dates for CLECs the same percentage of time as it does for its retail customers, BellSouth almost certainly meets requested due dates far less for CLECs than for its retail customers.

34. While BellSouth claims to meet due dates for its resale customers well over 90 % of the time (e.g. 99.97% for residential orders non-dispatch), (Stacy 2 Aff., Ex. WNS-9), MCI's data shows that, as of October 27, BellSouth had completed MCI's resale orders by the due date only 24% of the time -- 36% of the time for orders for change as is; 15% of the time for change as specified, and 8% of the time for new installations. (Att. 1, pp. 1-4, 7). For those orders on which BellSouth missed the desired due date, it missed by an average of 4.76 days. (Att. 1, p. 1). Because BellSouth strangely turned up service prior to the due date on 5% of orders, when averaged out over all orders, including ones for which BellSouth turned up service prior to the due date, BellSouth turned up service on average

3.47 days after the due date. (Att. 1, p. 1, 6). The distribution of BellSouth performance in relationship to the due dates requested is shown in Att. 1, pp. 8-11 .

35. MCI's change as is and change as specified orders are residential orders that do not require a dispatch. Therefore, BellSouth's success in meeting MCI's requested due dates 36% of the time for change as is orders and 15% of the time for change as specified should be compared to BellSouth's category of "residential non-dispatch" in which it claims to meet due dates for its retail customers 99.97% of the time.
36. MCI's new installation orders are residential orders that sometimes require a dispatch and sometimes do not (most of the time new installs do not require a dispatch, since facilities are usually available). However, even assuming that all of MCI's orders required a dispatch so that they should be compared to BellSouth's retail residential orders (dispatch required), BellSouth met its due dates for such orders 90.21% of the time. (Stacy 2 Aff., Ex. WNS 9 p.1) There is therefore a vast differential between BellSouth's success in meeting due dates for its retail customers and its 8% success in meeting due dates requested by MCI.
37. BellSouth's inability to meet due dates is emphasized by the fact that BellSouth cannot even meet its own committed due dates -- even though BellSouth often changes the due date MCI requests and commits to a different due date. Because MCI has been submitting its trial resale orders through LENS, LENS does provide MCI a calculated due date to which BellSouth is committed.¹⁰ BellSouth frequently fails to meet even the dates to

¹⁰Although BellSouth's committed due dates are not actually presented on FOCs, MCI's data delineates BellSouth's success in meeting its committed due dates as the percentage of FOCs

which it has committed.¹¹ It has failed to turn up service by the date to which it has committed 34% of the time and on those orders has been on average 4.71 days late.¹² (Att. 1, p. 1). BellSouth has missed the committed due date 40% of the time for change-as-is orders, 22% of the time for change-as-specified, and 32% of the time for new orders. (Att 1, p. 2-4, 12). The distribution of order completions in relation to the committed due date is shown on Att. 1, pp. 14-17.

38. BellSouth also cannot assert that its performance has improved over time. MCI's data shows little change over time for any of the order types that it has submitted. (Att. 1, pp. 22-30).
39. As a result, unless BellSouth is treating MCI very differently from other CLECs so that MCI's data is not at all typical for CLECs generally, which would itself be discriminatory, BellSouth's success in meeting due dates does not show parity with BellSouth retail customers. Of course, BellSouth's own data, setting aside the measurement issues discussed above, tells a somewhat different story. It shows a far narrower gap with respect to BellSouth's performance towards CLECs and its performance towards its retail customers. But it still shows a gap. BellSouth's data shows that it met the due date a

that are late. Thus, on the charts attached to my declaration "34% of FOCs late" does not refer to the time it took BellSouth to send FOCs to MCI -- it means that BellSouth fails to meet its committed due date 34% of the time.

¹¹ BellSouth met the committed due date much more often than it met the due date requested, showing that it frequently modified the requested due date -- something with which this Commission has expressed "great concern." (Ameritech MI Order ¶ 185).

¹² Because BellSouth also missed the committed due date by turning up service early on 15% of orders, BellSouth's overall average was only .97 days beyond the committed due date.

higher percentage of time for its retail customers than for CLECs with respect to categories of orders that do not require a dispatch (Stacy 2 Aff., Ex. WNS-9 pp. 1-4). BellSouth's own data shows that most CLEC orders to date fall into these categories. (Stacy 2 Aff., Ex. WNS-11).

B. Average Installation Intervals Are Longer for CLECs than for BellSouth Retail Customers

40. In addition to providing information on due dates met, BellSouth attempts to show parity in timely fulfillment of orders by reporting on installation intervals, as this Commission has required. However, BellSouth's data fails to show parity both because that data in fact shows better service provided to BellSouth retail customers than to CLECs and because BellSouth's methodology for measuring intervals is inadequate. In addition, MCI's data shows a significantly greater advantage for BellSouth retail customers than is revealed by BellSouth's own data.
41. As I explained in my South Carolina declaration (King Decl. ¶ 163), BellSouth's data does not actually report installation intervals. The average "installation intervals" reported by BellSouth is from the time BellSouth receives a "good LSR and issue[s] a service order in SOC's until the Original Due Date (Due Date provided by the due date calculation processor.)" (Stacy 2 SC Aff., Ex. WNS 10-A). Thus, the starting point for BellSouth measurement is after BellSouth has performed any necessary manual processing and input the order into its systems. It is also after BellSouth has sent back any rejects and received back a clean order -- even if the reject was BellSouth's own fault. But it is the manual

nature of the processing for many CLEC orders that will often delay the processing of CLEC orders.

42. In its Louisiana filing, BellSouth obfuscates the fact that the starting point of its measurement of installation intervals occurs after any manual intervention has occurred. It removes the clear definition present in its South Carolina filing, and instead states that “[t]he data were calculated using the issue date of the service order received from the CLEC (or BST) as the starting point (this is the point in the ordering process where a correct order has been received).” (Stacy 2 Aff. ¶ 45). But what BellSouth appears to mean by the point “where . . . a correct order has been received” is the point where a correct order has been received by its backend system (SOCs) -- after any manual intervention has occurred. Indeed, the data in the Louisiana exhibit match the data in the South Carolina affidavit, making apparent that BellSouth has not changed the definition of the interval -- it has only rendered the definition less clear to make its deficiencies less obvious.
43. In addition to failing to correct the deficiencies in the starting point in its measurement, BellSouth has failed to correct the deficiency in the end point of its measurement. The end point for BellSouth measurement is based on the due date calculated by BellSouth’s due date calculation processor, not the due date on which the order is actually completed. (Stacy 2 Aff. ¶ 45). And, as I have already discussed, BellSouth often fails to complete an order on the date that it has promised. In William Stacy’s reply affidavit in South Carolina, BellSouth does provide data for October using the actual completion date as the end point. (Stacy SC Reply, Ex. WNS-1). But it does not do so here. In addition, as I will discuss

further below, this data shows significantly better performance for BellSouth retail customers than for CLECs.

44. Even setting aside the fundamental problems with BellSouth's measurements, BellSouth's data fails to show parity. The categories in which BellSouth's performance for its retail customers was superior to its performance with respect to CLECs (Stacy 2 Aff. Ex. WNS-12) were categories that accounted for 7,082 of 9,509 CLEC orders in August. (Stacy 2 Aff. Ex. WNS-11).¹³ Using the data provided in BellSouth's South Carolina reply, which shows installation intervals through actual completion (as opposed to calculated due date) (Stacy 2 SC Reply ex. WNS-1), the categories in which BellSouth's performance for its retail customers was superior to its performance for CLECs were categories that accounted for 7,469 of 9,509 CLEC orders in August.
45. MCI's data shows that BellSouth's does not even come close to providing service at parity. BellSouth's data show that it took BellSouth 2.4 days to process CLEC residential change orders (non-dispatch) in August, 2.1 days in September.¹⁴ MCI's data shows that, at least with respect to MCI, BellSouth's performance was significantly worse than reported. MCI's data shows that it took 4.72 days on average for BellSouth to process MCI's residential change orders in August, 3.03 days in September and 4.00 days in October (combining MCI's change as is and change as specified orders). (Att. 1 p. 27).

¹³August is the last month for which BellSouth presents the underlying data for its installation calculations. As a result, my calculations of percentages of orders are based on August data even though the summary installation interval data includes September data.

¹⁴BellSouth's South Carolina reply data from October shows similar numbers -- 1.7 days on average for BellSouth retail customers, 2.2 days for CLECs. (Stacy 2 SC Reply, Ex. WNS-1).

For all months, it took BellSouth 2.65 days on average to process orders for change as is¹⁵ (2.96 days for July, 3.03 days for August, 2.08 days for September, and 2.5 days for October). (Att. 1, pp.2, 28). It took BellSouth 5.79 days on average to process a change as specified order (4.44 days for July, 6.98 days for August, 6.0 days for September, and 6.25 days for October). (Att. 38, pp.3, 29). Distributions for completion intervals are shown on Att. 1 pp. 18-21. In contrast to BellSouth's performance with respect to MCI's orders, BellSouth completed its retail residential change orders in an average of 1.6 days. (Stacy 2 Aff., Ex. WNS-12).¹⁶

46. The story is similar with respect to new installs, residential non-dispatch. BellSouth's data shows that BellSouth retail orders were processed in 4.0 days in August, 3.4 days in September. CLEC orders were processed in 4.1 days in August, 5.7 days in September. The superiority of BellSouth's performance for its retail customers is even greater when looking at the data BellSouth provides in its Louisiana filing that uses actual completion as the end point. That data shows that BellSouth processed its retail orders in 2.8 days but processed CLEC orders in 5.2 days (for October). (Stacy 2 SC Reply Aff. Ex. WNS-1) MCI's own data shows that even this understates the difference between BellSouth and

¹⁵MCI's data on average installation intervals does not include the data on orders for loop/port combinations, because BellSouth has not provided information on when these orders were completed.

¹⁶When the actual completion data rather than the calculated due date is used as the end date in the interval calculation, BellSouth's own data shows that it takes 1.6 days to process BellSouth retail orders, 2.2 days for CLECs. (Stacy SC Reply Aff. Ex. WNS-1).

CLEC performance.¹⁷ MCI's data, which necessarily combines orders requiring a dispatch and those that do not, shows that it took on average 8.80 days for BellSouth to process new orders (5.93 days in July, 9.28 days in August, 12.07 days in September, and 8.86 days in October). (Att. 1, p. 4, 30). This is far higher than the numbers BellSouth provides even for its processing of dispatched new orders for its retail customers.

47. Overall, MCI's data shows that the average due date MCI requested based on BellSouth's installation intervals was 1.39 days, the average interval BellSouth offered on the FOC was 3.88 days, and the average actual completion interval was 4.91 days. (Att. 1, p. 33). The distributions make this performance even worse. On those orders on which BellSouth missed the due date, it generally missed by a significant amount. BellSouth's back end ordering systems are simply not ready.

C. BellSouth's Data Fails to Show Parity With Respect to Troubles and Time to Service Troubles

48. In addition to providing data on the time it took for it to fulfill orders, BellSouth also updates its data on provisioning troubles and time for maintenance and repair. Using its limited measures,¹⁸ BellSouth again compares the number of categories in which BellSouth

¹⁷Other examples also show that the disparity between BellSouth retail and CLECs may increase once actual completion dates are used as the end point of the measurement. For new business orders, non-dispatch, for example, BellSouth's performance for CLECs is superior to its performance with respect to its retail customers when calculated due date is used as the end point. (Stacy 2 Aff. ex. WNS-12); when actual completion date is used, BellSouth completes service for its retail customers in .9 days less on average than it does for CLECs. (Stacy 2 SC Reply, Ex. WNS-1).

¹⁸In addition to the inadequacy of BellSouth measures, the data BellSouth relies on continues to be largely data on resale POTS orders. King Decl. ¶¶182-84. BellSouth does present

performance is better for CLECs to the number in which its performance is better for its retail customers. BellSouth's performance for its retail customers was superior to its performance for CLECs (even using BellSouth's own criteria of superiority) in 10 of 28 categories. I must again emphasize that these categories are generally the ones into which most CLEC orders have fallen to date (e.g. residential orders non-dispatch). King Decl. ¶178. In addition, BellSouth's method of comparison continues to ignore the fact that its performance was substantially more variable with respect to CLECs than with respect to its retail customers, and stability is very important to CLECs. King Decl. ¶177. Finally, I must again emphasize the untrustworthiness of BellSouth's data and the need for audits -- as I have already discussed, in every place in which MCI has data it is inconsistent with BellSouth's data. King Decl. ¶ 181.

CONCLUSION

49. BellSouth's OSS remains far from ready. Here, I have only discussed changes that have occurred since I wrote my South Carolina declaration. But many other fundamental problems with BellSouth's OSS remain. These include manual ordering processes for complex orders (even for change as is orders), a disconnect/reconnect process for change orders, inadequate flow through even for POTS orders, a multitude of functional deficiencies in LENS, and many others.

some data on unbundled loops, but this data is quite limited and does not include other unbundled elements or complex services.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on
November 25, 1997.


Samuel King

ATTACHMENT 1

Operational Trial Status

(As Of 10/27/97)

- 562 Orders have been processed
 - Order Types comprised of Migrate-As-Is (49%), Migrate-As-Specified (26%), and New (25%)
- Order Status
 - 1.78% of Orders are in a Pending Status
- Order Completion Interval
 - As of 10/27/97, Average Interval Performance is 4.91 days
- Desired Due Date
 - 76% of all DDDs are late
 - Average late time is 4.76 days late
 - Average overall is 3.47 days late
- Firm Order Confirmation
 - 34% of all FOCs are late
 - Average late time is 4.71 days late
 - Average overall is .97 days late

Migrate-As-Is Status

- 273 Orders have been processed
 - No Orders are in an Incomplete Status
- Order Completion Interval
 - As of 10/27/97, Average Interval Performance is 2.65 days
- Desired Due Date
 - 64% DDDs are late
 - Average late time is 3.41 days late
 - Average overall is 1.83 days late
- Firm Order Confirmation
 - 40% of all FOCs are late
 - Average late time is 3.21 days late
 - Average overall is .61 days late

Migrate-As-Specified Status

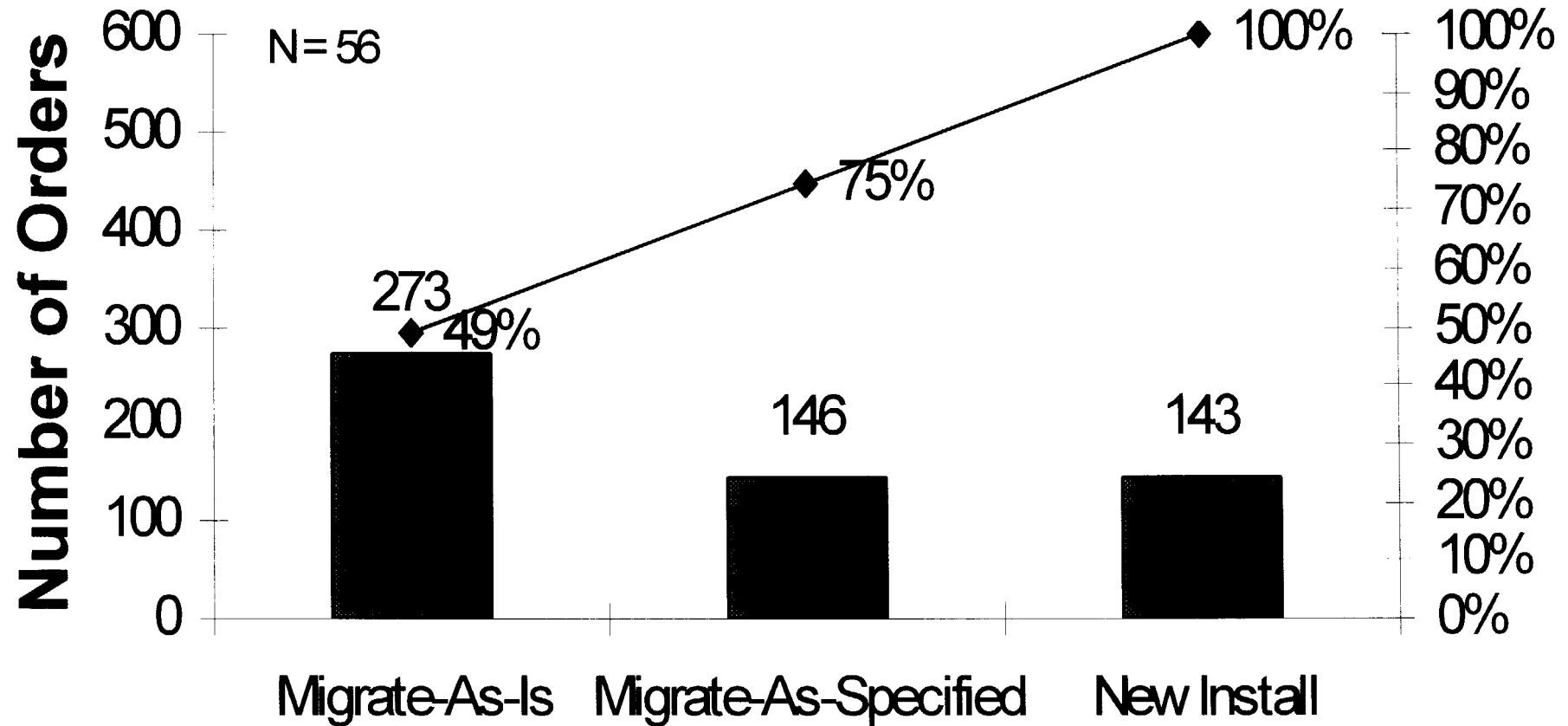
- 146 Orders have been processed
 - 1.37% of Orders are in an Incomplete Status
- Order Completion Interval
 - As of 10/27/97, Average Interval Performance is 5.79 days
- Desired Due Date
 - 85% DDDs are late
 - Average late time is 4.49 days late
 - Average overall is 4.06 days late
- Firm Order Confirmation
 - 22% of all FOCs are late
 - Average late time is 4.69 days late
 - Average overall is .69 days late

New Install Status

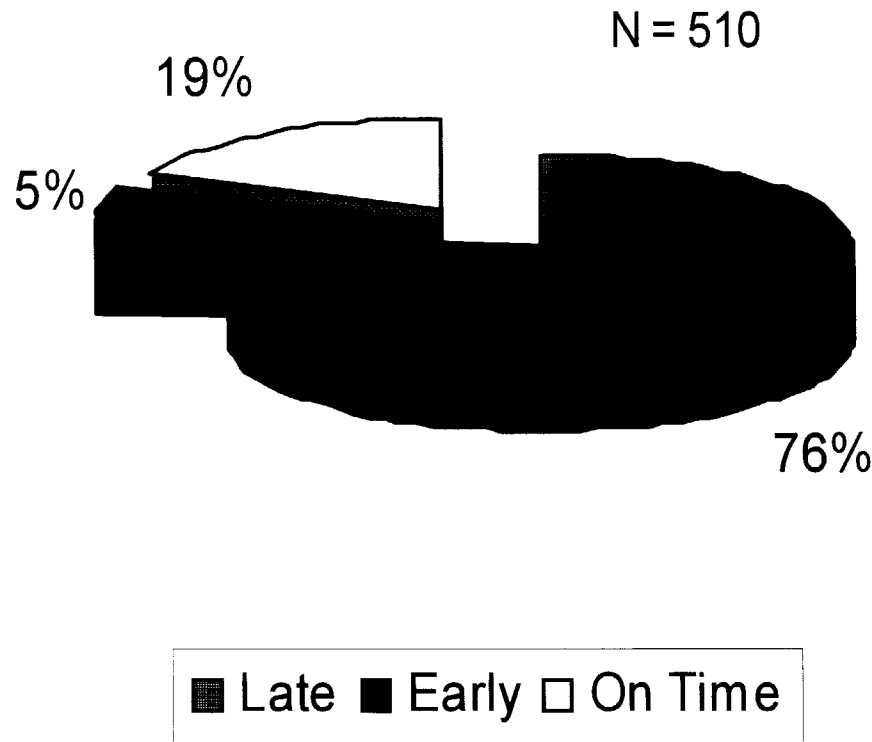
- 143 Orders have been processed
 - 5.59% of Orders are in an Incomplete Status
- Order Completion Interval
 - As of 10/27/97, Average Interval Performance is 8.80 days
- Desired Due Date
 - 92% DDDs are late
 - Average late time is 6.89 days late
 - Average overall is 6.39 days late
- Firm Order Confirmation
 - 32% of all FOCs are late
 - Average late time is 8.14 days late
 - Average overall is 2.04 days late

Operational Trial Order Types

(Through 10/27/97)

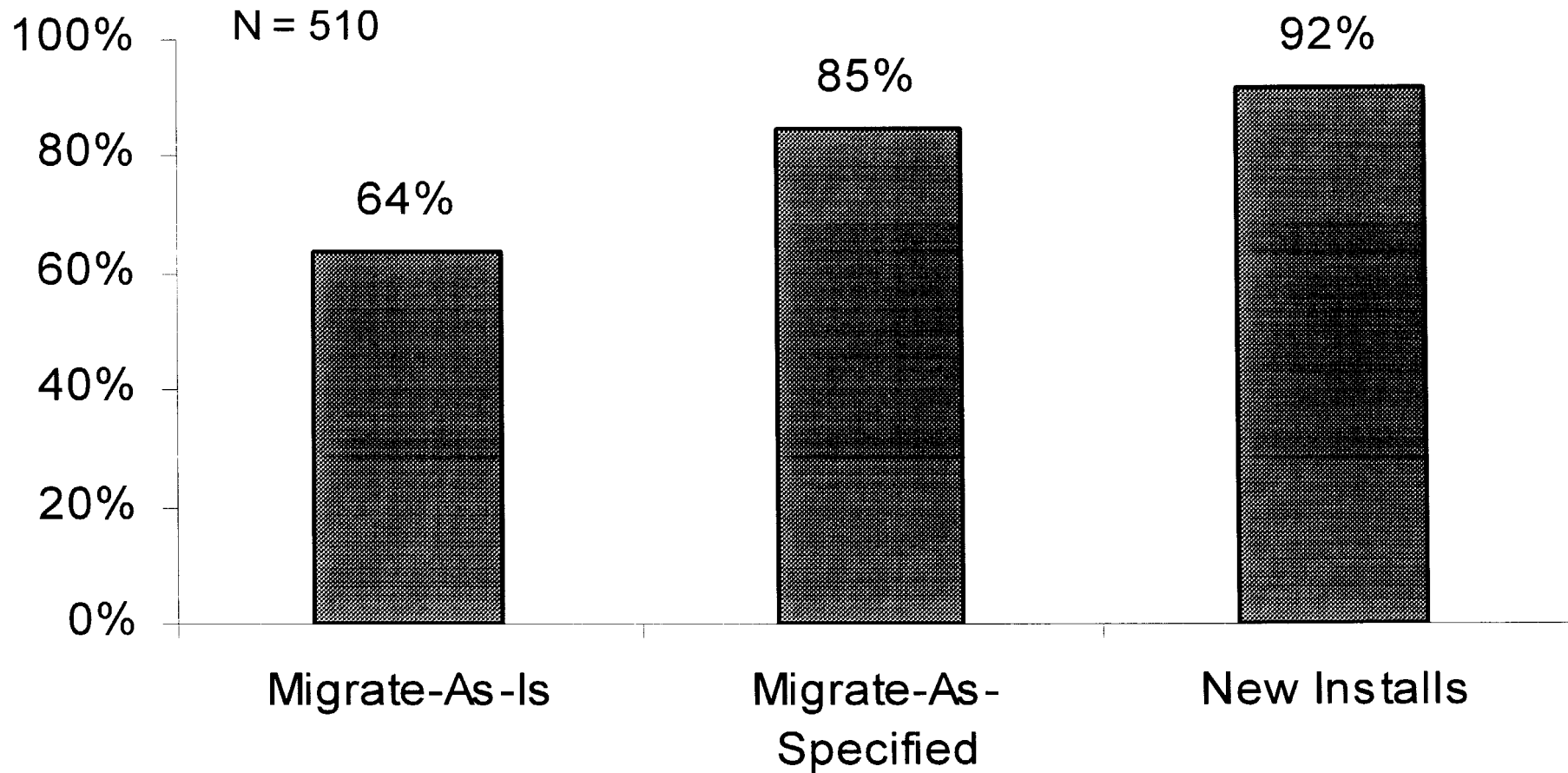


Operational Trial Desired Due Date Accuracy



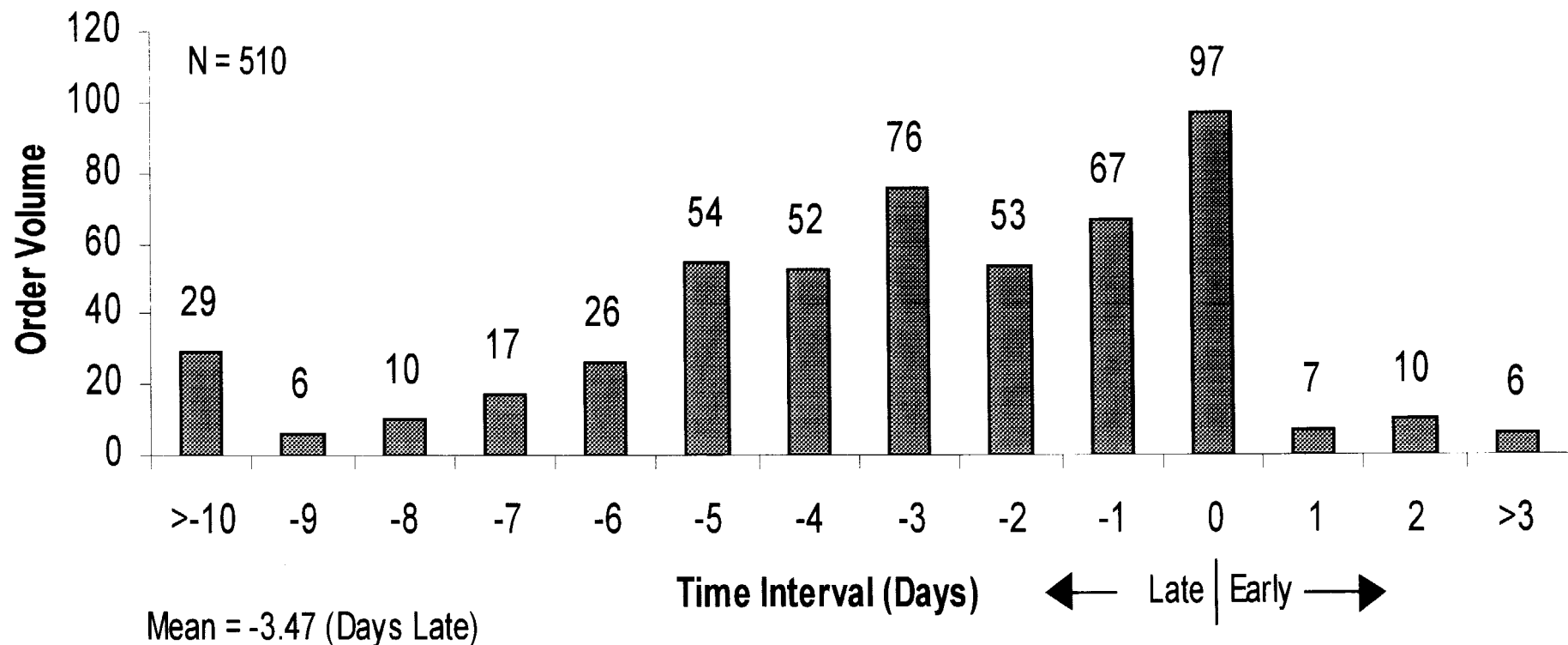
Operational Trial

Orders Completed After Desired Due Date



Operational Trial

Desired Due Date To Order Completion Intervals



Migrate-As-Is

Desired Due Date To Order Completion Interval

